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UNITED STATES BANKRUPTCY COURT
DISTRICT OF NEVADA

In re:

DWIGHT MILLARD and
SANDRA PAGE MILLARD,

Substantively Consolidated Debtors.

In re:

STANTON DEVELOPMENT, INC.,

Debtor.

Case No.: BK-N-11-50677-gwz;
Chapter 11: **LEAD CASE**

Case No.: BK-N-11-52679-gwz

Jointly Administered With:

Case No.: BK-N-11-50438-gwz
Chapter 11

**STIPULATION AND ORDER RE:
TREATMENT OF CARSON CITY'S
CLAIM UNDER CHAPTER 11 PLAN OF
REORGANIZATION OF STANTON PARK
DEVELOPMENT, INC.**

Hearing Date: March 5, 2013
Hearing Time: 10:00 a.m.

1 This stipulation is entered into by and between Debtor, STANTON PARK
 2 DEVELOPMENT, INC. ("Stanton Park") and CARSON CITY ("Carson City"), each party
 3 through their undersigned counsel for the treatment of Carson City's claim classified as the Class
 4 1 priority claim under Debtor's third amended chapter 11 plan of reorganization ("Chapter 11
 5 Plan"). This stipulation reflects an adjustment in light of parcels 010-592-09 and 010-602-01
 6 being transferred to Carson City in 2003. Although ownership changed, Stanton Park continued
 7 paying the water bills. Since the agreed upon transfer date, Stanton Park has paid \$25,902.75 in
 8 water payments. By this stipulation, Stanton Park gets this back in the form of a recognized
 9 offset, with \$12,975.29 in interest. Furthermore, Stanton Park's pre-petition indebtedness to
 10 Carson City inaccurately included taxes from these two parcels in the amount of \$22,106.32,
 11 which is also credited back to Stanton Park by this stipulation. The net change from these three
 12 numbers (\$25,902.75 + \$12,975.29 + \$22,106.32) is \$60,984.16. Accordingly, \$431,737.26 is
 13 hereby reduced to \$370,753.10.

14 **IT IS HEREBY STIPULATED AND AGREED**, that the Allowed Class 1 claim of
 15 Carson City shall be in the amount of \$370,753.10 and shall accrue interest at the rate of 10% per
 16 annum and shall be paid in full through monthly payments in the amount of \$6,154.94
 17 commencing April 1, 2013 and continuing the first day of each and every month thereafter for a
 18 period of seven (7) years.

19 **IT IS FURTHER STIPULATED AND AGREED** that the entry of this stipulation
 20 shall constitute a withdrawal of Carson City's objection to Debtor's Chapter 11 Plan; and shall
 21 represent an accepting vote in favor of Debtor's Chapter 11 Plan.

22 **IT IS SO ORDERED.**

23 SUBMITTED:

APPROVED:

24
 25 By: /s/ Kevin A. Darby
 26 Kevin A. Darby, Esq.
 27 Darby Law Practice, Ltd.
 28 4777 Caughlin Parkway
 Reno, Nevada 89519
 Counsel for Debtors

By: /s/ Joseph L. Ward
 Joseph L. Ward, Esq.
 Senior Deputy District Attorney
 85 E. Musser Street, Suite 2030
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 Counsel for Carson City